



LETTER OF AGREEMENT
FOR OCCUPATIONAL HEALTH AND SAFETY SERVICES
BETWEEN
THE PERMANENTE MEDICAL GROUP, INC.
AND
CITY OF SUNNYVALE

Through a series of meetings with CITY OF SUNNYVALE and The Permanente Medical Group, Inc. (TPMG), an agreement has been reached regarding the delivery of Occupational Health and Safety Services to CITY OF SUNNYVALE in the State of California. The purpose of this document is to set forth this agreement.

It is agreed that CITY OF SUNNYVALE will utilize TPMG Occupational Health Centers for the agreed upon occupational health and safety needs as described in Schedule A attached.

TPMG physicians and other practitioners who evaluate CITY OF SUNNYVALE'S current or prospective workers will complete documents appropriate to services rendered. It is further understood that CITY OF SUNNYVALE will specify the services required. If further tests or other services are required, TPMG will notify CITY OF SUNNYVALE.

Appointments which are not canceled within 24 hours may incur a no show fee.

TPMG shall submit a monthly invoice to CITY OF SUNNYVALE for services rendered during that billing period. A billing period is monthly beginning with the first day of the month and ending with the last day of the month. Monthly invoices will be sent to CITY OF SUNNYVALE by TPMG on or before the tenth day of each month. CITY OF SUNNYVALE agrees to pay TPMG within thirty days after receipt of the invoice.

This agreement will be in force for the period of May 15, 2005 through May 14, 2006 and for consecutive 12 month periods thereafter, unless either party provides written notification of termination within 30 days of the end of each 12 month period. This agreement can also be terminated by either party, provided thirty (30) days advance written notice is given.

TPMG reviews its prices on a yearly basis. CITY OF SUNNYVALE will be notified of price changes for Occupational Health and Safety Services.

It is so agreed on _____ day of _____, 20.

THE PERMANENTE MEDICAL GROUP, INC.
Dr. Jerome Chester
Chief, Cupertino Occupational Health Center

Clinic/Program Manager
Cupertino Occupational Health Center

CITY OF SUNNYVALE
REPRESENTATIVE

Title _____

P.O. Box 3707
Sunnyvale, CA 94086

Schedule A
OCCUPATIONAL HEALTH AND SAFETY
SERVICES TO BE PROVIDED
TO CITY OF SUNNYVALE

Services requested by CITY OF SUNNYVALE
are:

Services will be provided to CITY OF
SUNNYVALE at the following prices:

<u>DMV/DOT Physical Exam</u>	<u>\$70.00</u>
<u>Fitness for Duty</u>	<u>\$95.00</u>
<u>Urine collection for DOT drug screen</u>	<u>Tested and billed by Preferred Alliance</u>
<u>Functional Capacity Exam</u>	<u>\$60.00</u>
<u>Hazardous Waste/Emergency Worker Physical Exam</u>	<u>\$85.00</u>
<u>CBC with differential</u>	<u>\$30.00</u>
<u>Audiogram</u>	<u>\$30.00</u>
<u>Limited Spirometry</u>	<u>\$35.00</u>
<u>Chest X-Ray, 1 view</u>	<u>\$70.00</u>
<u>Chest X-Ray, 2 views</u>	<u>\$100.00</u>
<u>PPD, with one TB antigen injection and one reading</u>	<u>\$20.00 No charge to current KP members.</u>

PPD, with 2 TB antigen injections, the second within a 2 week period from the first	\$30.00 No charge to current KP members.
Chemistry Panel of 2-7 tests. Include: BUN/Creatinine, AST, Alt, Bilirubin,	\$28.00
Cholinesterase level, RBC	\$45.00
Lipid Panel	\$20.00
Occult blood, stool	\$15.00
PSA, optional	\$69.00
Hepatitis B vaccine injection, per dose, series of three. No charge to current KP members.	\$65.00
Urinalysis w/ micro, auto, if clinically indicated	\$15.00
Venipuncture	\$15.00

If CITY OF SUNNYVALE is requesting a health screening/physical examination of a job applicant/employee CITY OF SUNNYVALE will provide to TPMG detailed information concerning the physical requirements for performing the job at issue. This information should include a written job description, including physical and mental requirements and environmental conditions. The examination and any medical conclusions will be based on the information furnished by the employer and the physician's general understanding of the requirements of the jobs of similar nature. TPMG conducts such examinations with CITY OF SUNNYVALE'S assurances that the examination and CITY OF SUNNYVALE'S medical inquiries are job-related and consistent with the business needs of CITY OF SUNNYVALE, and otherwise comply with all applicable legal obligations.

Based on its health screening/physical examination of a job applicant/employee, TPMG will advise CITY OF SUNNYVALE of the following: a) the applicant/employee's physical limitations, if any, and the specific job tasks which cannot be performed and/or environmental conditions, if any, which are related to the risk to health and safety, and b) changes that may be made to permit the job tasks to be performed and/or eliminate/reduce the risk. TPMG will make no determination of whether job

tasks are essential to the position in question. Any changes that are recommended are advisory only, based on the physician's general understanding of the job and environment in question, and are not intended to supplant the right of CITY OF SUNNYVALE to determine what modifications are available and reasonable.

To the extent that other conditions are identified, TPMG will also: a) notify your employee/applicant of any medical condition, identified during the limited medical evaluation that you requested, that we believe requires further attention and recommend that they seek care from their personal provider, thereby encouraging health and wellness, leading to a more productive workforce and b) upon authorization of the employee/applicant, we will inform his or her personal medical provider by transmitting copies of the medical records created during the visit.

We will maintain a medical record, for each individual that will contain records of employer requested services, in addition to past, present and future services requested by the employee/applicant.